

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

BLUE RIVER INFORMATION
TECHNOLOGY, LLC
1560 Wilson Boulevard, Suite 900
Arlington, Virginia 22209

Plaintiff,

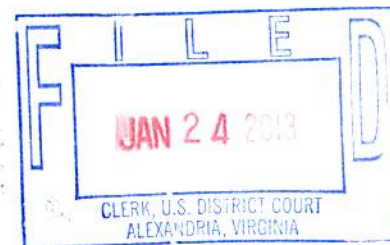
vs.

KOMIA LLC d/b/a KOMIA
MANAGEMENT CONSULTING
3523 McKinney Avenue, Suite 525
Dallas, Texas 75204

Serve On:

Maurice Owens, Jr., Esquire
901 Main Street, Suite 3612
Dallas, Texas 75202

Defendant.



1:13-cv-107 (GBL/TCB)

COMPLAINT

Plaintiff Blue River Information Technology, LLC, by its undersigned counsel, Shulman, Rogers, Gandal, Pordy & Ecker, P.A., hereby sues Defendant Komia LLC d/b/a Komia Management Consulting, and for a cause of action states:

PRELIMINARY STATEMENT

1. This action arises from Defendant Komia LLC d/b/a Komia Management Consulting's ("Komia") breach of a settlement agreement with Plaintiff Blue River Information Technology, LLC ("Blue River"). On September 6, 2012, Blue River and Komia entered into a Settlement Agreement under which Komia agreed to pay Blue River the settlement sum of One Hundred Eighty One Thousand and 69/100 Dollars (\$181,000.69) in ten (10) equal payments

beginning on January 1, 2013. Komia has since failed to make any payment under the Settlement Agreement.

PARTIES

2. Plaintiff Blue River Information Technology, LLC ("Blue River") is a Virginia limited liability company.

3. Defendant Komia LLC d/b/a Komia Management Consulting ("Komia") is, upon information and belief, a Texas limited liability company.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

5. Blue River and Komia are citizens of different states and the amount in controversy exceeds \$75,000.00.

6. Venue is proper in this judicial district pursuant to the terms of the Settlement Agreement which form the basis for this action.

COUNT I **(Breach of Settlement Agreement)**

7. The allegations set forth in the foregoing paragraphs are incorporated by reference in this Count as if fully set forth herein, except as inconsistent herewith.

8. On September 6, 2012, Blue River and Komia entered into a Settlement Agreement. A true and accurate copy of the Settlement Agreement is attached hereto as **Exhibit 1**. Pursuant to the Settlement Agreement, Komia agreed to pay Blue River the settlement sum of One Hundred Eighty One Thousand and 69/100 Dollars (\$181,000.69) ("Settlement Sum") in ten (10) equal payments. See **Exhibit 1** at ¶2.

9. Pursuant to the Settlement Agreement, counsel for Blue River was to receive Komia's initial settlement payment in the amount of Eighteen Thousand One Hundred and 69/100 Dollars (\$18,100.69) by 5:00 p.m. EST on January 1, 2013. *See Exhibit 1* at ¶2.

10. On January 2, 2013, undersigned counsel sent a Notice of Default to counsel for Komia as required under the terms of the Settlement Agreement. A true and accurate copy of the Notice of Default dated January 2, 2013 is attached hereto as **Exhibit 2**. *See Exhibit 1* at ¶3.

11. Blue River has fully and satisfactorily performed all express conditions precedent to receiving the Settlement Sum from Komia under the Settlement Agreement.

12. Despite Blue River's demand for payment of the Settlement Sum owed, Komia has failed and refused to make payment of the Settlement Sum to Blue River.

13. Pursuant to the Settlement Agreement, Blue River is entitled to recover all costs and expenses, including reasonable attorney's fees, incurred by Blue River to enforce its rights under the Settlement Agreement. *See Exhibit 1* at ¶3

14. As a direct result and proximate cause of Komia's breach of the Settlement Agreement, Blue River has suffered direct pecuniary damages in the amount of One Hundred Eighty One Thousand and 69/100 Dollars (\$181,000.69).

WHEREFORE, Plaintiff Blue River Information Technology, LLC respectfully requests that this Court:

A. Enter judgment in favor of Plaintiff Blue River Information Technology, LLC and against Defendant Komia LLC d/b/a Komia Management Consulting as to Count I of the Complaint in the amount of One Hundred Eighty One Thousand and 69/100 Dollars (\$181,000.69), reasonable attorneys' fees and court costs incurred by Plaintiff Blue River

Information Technology, LLC, plus pre-judgment interest through and including the date of entry of judgment; and

B. Grant Plaintiff Blue River Information Technology, LLC such other relief as may be appropriate.

BLUE RIVER INFORMATION
TECHNOLOGY, LLC
By Counsel



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